PENNSYLVANIA COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT ("CDBG-CV")
SUBROGATION AND ASSIGNMENT AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into this day of __________________, 20___, by and between ______________________________ ("Grantor/Lender") and ______________________________ (Subrecipient/Borrower”).

1. Assignment of Duplication of Benefits.
In consideration of Subrecipient’s/Borrower’s receipt of funds or the commitment by Grantor/Lender to evaluate Subrecipient’s/Borrower’s application for the receipt of funds (collectively, the “Grant/Loan Proceeds”) under the Community Development Block Grant CARES Act Program (“Program”), administered by Grantor/Lender, Subrecipient/Borrower hereby assigns to Grantor/Lender all of Subrecipient’s/Borrower’s future rights to reimbursement and all payments received from, including but not limited to:

- any grant;
- any subsidized loan;
- any insurance policies, including policies under the National Flood Insurance Program ("NFIP"), of any type of coverage ("Policies");
- any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”), the Pennsylvania Emergency Management Agency (“PEMA”), or the Small Business Administration (“SBA”);
- any other applicable disaster recovery program; or
- any other source

that was the basis of the calculation of Subrecipient’s/Borrower’s award to the extent the Grant/Loan Proceeds paid or to be paid to Subrecipient/Borrower under the Program are determined in the sole discretion of the CDBG-CV to be a duplication of benefits ("DOB").

The proceeds or payments referred to in the preceding sentence, whether they are from insurance (including the NFIP), FEMA, PEMA, SBA, or any other applicable disaster relief program or any other source shall be referred to herein as “Proceeds.” Any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.”

Sub recipient/Borrower agrees to assist and cooperate with the Grantor/Lender if Grantor/Lender elects to pursue any of the claims Sub recipient/Borrower has against the insurers for reimbursement of DOB Proceeds under any such policies. Sub recipient’s/Borrower’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Sub recipient’s/Borrower’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing
record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the Grantor/Lender.

Sub recipient/Borrower further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Sub recipient/Borrower would be entitled to under any applicable FEMA, PEMA, or SBA program as described above, or any other applicable disaster relief program.

If requested by the Grantor/Lender, Sub recipient/Borrower agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor/Lender, to the extent of the Grant/Loan Proceeds paid to Sub recipient/Borrower under the Program, the Policies, or the disaster relief funds from FEMA, PEMA, or SBA, or from any other applicable disaster relief program that are DOB Proceeds and/or any rights thereunder.

Sub recipient/Borrower further agrees to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably requested by the Grantor/Lender to consummate and make effective the purposes of this Agreement.

3. **Authorization to Contact Third Parties.**

Sub recipient/Borrower explicitly allows the Grantor/Lender to request of any company with which Sub recipient/Borrower held Policies, or to request of FEMA, PEMA, SBA or any other entity from which Sub recipient/Borrower has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the Grantor/Lender to monitor and enforce Grantor's/Lender's interest in the rights assigned to Grantor/Lender under this Agreement and give Sub recipient's/Borrower's consent to such company to release said information to the Grantor/Lender.

4. **Agreement to Turn Over Future DOB Proceeds.**

If Sub recipient/Borrower hereafter receives any DOB Proceeds, Sub recipient/Borrower agrees to promptly pay such amounts to the Grantor/Lender, if Sub recipient/Borrower received Grant/Loan Proceeds under the Program in an amount greater than the amount Sub recipient would have received if such DOB Proceeds had been considered in the calculation of Sub recipient’s/Borrower’s award.

5. **Verification of Statements and Representations.**

Sub recipient/Borrower represents that all statements and representations made in its application regarding Proceeds received by it are true and correct as of the date signed below.

Sub recipient/Borrower understands that if it knowingly makes a false statement on this document, or its application, Sub recipient/Borrower may be subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities) and 31 U.S.C. § 3729 and § 3802 (relating to false claims and statements).
EXECUTED this__________ day of__________, 20____.

Borrower/Sub recipient:

By:________________________________________

Name:_____________________________________

Title:______________________________________

EXECUTED this__________ day of__________, 20____.

Grantor/Lender:

By:_______________________________________

Name:_____________________________________

Title:______________________________________